

**EXHIBIT**

**A**

**ASSIGNMENT AND ASSUMPTION OF LEASE**

**THIS ASSIGNMENT AND ASSUMPTION OF LEASE** (this "Assignment") is made by and between AAL USA, INC., formerly known as MI-HELICOPTER SOLUTIONS, INC. ("Assignor"), and BLACK HALL AEROSPACE, INC. ("Assignee").

**WITNESSETH:**

**WHEREAS**, Assignor is the Tenant identified under that certain Lease Agreement dated November 23, 2011 between Assignor, and BR CUMMINGS RESEARCH PARK PORTFOLIO III, TIC-1, LLC, et. al ("Landlord"), as landlord, as amended by that certain First Amendment to Lease dated September 26, 2013, as further amended by that certain Second Amendment to Lease dated December 20, 2013, as further amended by that certain Third Amendment to Lease dated July 22, 2015, and as further amended by that certain Fourth Amendment to Lease dated April 5, 2016 (as amended, the "Lease") with respect to the lease of approximately 40,017 square feet of office space located in the building known as Lakeside Office Center, 620 Discovery Drive, Building 1, Huntsville, Alabama, as more particularly described in the Lease (the "Premises"); and

**WHEREAS**, Assignor desires to assign to Assignee all of its rights, title and interest under the Lease, as more particularly described herein.

**NOW, THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns, transfers, and conveys unto Assignee, effective as of April 23, 2018 (the "Effective Date"), all of Assignor's right, title and interest in, to, and under the Lease, together with all and singular the premises therein mentioned and described, to have and to hold the same for and during the remainder of the term of the Lease. Assignor does further covenant that Assignor's interest in the Lease is free from all other gifts, grants, bargains, sales, leases, and encumbrances, made or created by the Assignor. Assignor hereby acknowledges that Assignee has occupied the Premises since on or about September 29, 2016.

2. Assignee does hereby covenant and agree for itself and for its successors and assigns to perform all of the covenants and obligations required to be performed by the Tenant under the Lease (including, but not limited to, payment of rent to Landlord) in the same manner and to the same extent as if Assignee had been named as the Tenant therein. Assignee hereby acknowledges that it is accepting the Premises in an "as is" condition, with full understanding that Assignor does not have any obligation to repair any damage to the Premises which may have existed on the Effective Date hereof. Assignee agrees to indemnify, protect, defend and hold Assignor harmless from and against any and all Claims arising as a result of any act, omission or obligation of Assignee arising or accruing with respect to the Lease on or after September 29, 2016.

3. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Lease. The foregoing recitals are hereby incorporated into this Assignment as if set out fully herein. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, assigns and legal representatives. This Assignment may be executed in separate counterparts, which, together, shall constitute one and the same fully executed Assignment.

IN WITNESS WHEREOF, Assignor has duly executed this Assignment and Assumption of Lease effective as of the date first above written, even though executed on the date indicated below.

**ASSIGNOR:**

**AAL USA, INC.**

By: 

Name: Saul Kirsch

Its: Vice President

STATE OF Alabama )

COUNTY OF Madison )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Saul Kirsch** whose name as Vice President of **AAL USA, INC.**, a Delaware corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such Vice President, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 24<sup>th</sup> day of May, 2018.





Notary Public

My Commission Expires: 11-17-21

IN WITNESS WHEREOF, Assignee has duly executed this Assignment and Assumption of Lease, effective as of the date first above written, even though executed on the date indicated below.

ASSIGNEE:

BLACK HALL AEROSPACE, INC.

By: Paul J Daigle  
Name: Paul J Daigle  
Its: Director

STATE OF Alabama )  
COUNTY OF Madison )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Paul Daigle** whose name as Director of **BLACK HALL AEROSPACE, INC.**, an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such Director, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 25<sup>th</sup> day of May, 2018.

Brent R Little  
Notary Public  
My Commission Expires: 4/25/2021

[AFFIX SEAL]

**CONSENT**

The undersigned hereby consents to the foregoing Assignment and Assumption of Lease between AAL USA, Inc. and Black Hall Aerospace, Inc.

**CRP III PROPERTY OWNER, LLC, as  
successor in interest to BR CUMMINGS  
RESEARCH PARK PORTFOLIO III, TIC-  
1, LLC**

By: Sandner Commercial Real Estate Inc. d/b/a  
Colliers International | Alabama

As: Agent

By: 

Its: Senior Vice President

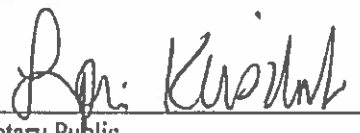
STATE OF ALABAMA)

COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Bryson K. Collins** whose name as Senior Vice President of Sandner Commercial Real Estate Inc. d/b/a Colliers International | Alabama, as Agent for **CRP III PROPERTY OWNER, LLC, as successor in interest to BR CUMMINGS RESEARCH PARK PORTFOLIO III, TIC-1, LLC**, a Delaware limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, s/he, as such agent, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 1<sup>st</sup> day of June, 2018.

[AFFIX SEAL]

  
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Notary Public  
My Commission Expires: March 22, 2022

**NOTARY PUBLIC  
LORI KUSIBAB  
ALABAMA, STATE AT LARGE  
My Commission Expires March 22, 2022**